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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/655,054	09/05/2000	John L. Shannon JR.	122.1.1/USA	7269
7590	06/06/2005		EXAMINER HUNTER, ALVIN A	
James W Miller Attorney at Law Suite 1005 Foshay Tower 821 Marquette Avenue Minneapolis, MN 55402			ART UNIT	PAPER NUMBER
			3711	
DATE MAILED: 06/06/2005				

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Interview Summary</b>	Application No. 09/655,054	Applicant(s) SHANNON, JOHN L.	
	Examiner Alvin A. Hunter	Art Unit 3711	

All participants (applicant, applicant's representative, PTO personnel):

(1) Alvin A. Hunter.

(3) James Miller.

(2) Raleigh Chiu.

(4) \_\_\_\_.

Date of Interview: 22 March 2005.

Type: a) ☒ Telephonic b) ☐ Video Conference  
c) ☐ Personal [copy given to: 1) ☐ applicant 2) ☐ applicant's representative]

Exhibit shown or demonstration conducted: d) ☐ Yes e) ☐ No.  
If Yes, brief description: \_\_\_\_.

Claim(s) discussed: 27.

Identification of prior art discussed: Lindkog (WO 8102462).

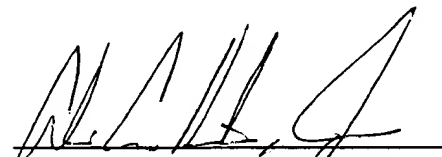
Agreement with respect to the claims f) ☒ was reached. g) ☐ was not reached. h) ☐ N/A.

Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: Mr. Miller argued that the Lindkog reference does not anticipate the claimed invention because of the specific height required by the claim. The examiner agreed with Mr. Miller and agreed to withdraw the 102 rejection and look at the reference in light of 103. Also Mr. Miller and the examiner agreed that the claim language presented to the board of appeals was ok providing that the language recites "in only a single, predetermined, extended, and locked position."

(A fuller description, if necessary, and a copy of the amendments which the examiner agreed would render the claims allowable, if available, must be attached. Also, where no copy of the amendments that would render the claims allowable is available, a summary thereof must be attached.)

THE FORMAL WRITTEN REPLY TO THE LAST OFFICE ACTION MUST INCLUDE THE SUBSTANCE OF THE INTERVIEW. (See MPEP Section 713.04). If a reply to the last Office action has already been filed, APPLICANT IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE, OR THE MAILING DATE OF THIS INTERVIEW SUMMARY FORM, WHICHEVER IS LATER, TO FILE A STATEMENT OF THE SUBSTANCE OF THE INTERVIEW. See Summary of Record of Interview requirements on reverse side or on attached sheet.

Examiner Note: You must sign this form unless it is an Attachment to a signed Office action.

  
Examiner's signature, if required

## Summary of Record of Interview Requirements

### Manual of Patent Examining Procedure (MPEP), Section 713.04, Substance of Interview Must be Made of Record

A complete written statement as to the substance of any face-to-face, video conference, or telephone interview with regard to an application must be made of record in the application whether or not an agreement with the examiner was reached at the interview.

### Title 37 Code of Federal Regulations (CFR) § 1.133 Interviews

#### Paragraph (b)

In every instance where reconsideration is requested in view of an interview with an examiner, a complete written statement of the reasons presented at the interview as warranting favorable action must be filed by the applicant. An interview does not remove the necessity for reply to Office action as specified in §§ 1.111, 1.135. (35 U.S.C. 132)

#### 37 CFR §1.2 Business to be transacted in writing.

All business with the Patent or Trademark Office should be transacted in writing. The personal attendance of applicants or their attorneys or agents at the Patent and Trademark Office is unnecessary. The action of the Patent and Trademark Office will be based exclusively on the written record in the Office. No attention will be paid to any alleged oral promise, stipulation, or understanding in relation to which there is disagreement or doubt.

The action of the Patent and Trademark Office cannot be based exclusively on the written record in the Office if that record is itself incomplete through the failure to record the substance of interviews.

It is the responsibility of the applicant or the attorney or agent to make the substance of an interview of record in the application file, unless the examiner indicates he or she will do so. It is the examiner's responsibility to see that such a record is made and to correct material inaccuracies which bear directly on the question of patentability.

Examiners must complete an Interview Summary Form for each interview held where a matter of substance has been discussed during the interview by checking the appropriate boxes and filling in the blanks. Discussions regarding only procedural matters, directed solely to restriction requirements for which interview recordation is otherwise provided for in Section 812.01 of the Manual of Patent Examining Procedure, or pointing out typographical errors or unreadable script in Office actions or the like, are excluded from the interview recordation procedures below. Where the substance of an interview is completely recorded in an Examiner's Amendment, no separate Interview Summary Record is required.

The Interview Summary Form shall be given an appropriate Paper No., placed in the right hand portion of the file, and listed on the "Contents" section of the file wrapper. In a personal interview, a duplicate of the Form is given to the applicant (or attorney or agent) at the conclusion of the interview. In the case of a telephone or video-conference interview, the copy is mailed to the applicant's correspondence address either with or prior to the next official communication. If additional correspondence from the examiner is not likely before an allowance or if other circumstances dictate, the Form should be mailed promptly after the interview rather than with the next official communication.

The Form provides for recordation of the following information:

- Application Number (Series Code and Serial Number)
- Name of applicant
- Name of examiner
- Date of interview
- Type of interview (telephonic, video-conference, or personal)
- Name of participant(s) (applicant, attorney or agent, examiner, other PTO personnel, etc.)
- An indication whether or not an exhibit was shown or a demonstration conducted
- An identification of the specific prior art discussed
- An indication whether an agreement was reached and if so, a description of the general nature of the agreement (may be by attachment of a copy of amendments or claims agreed as being allowable). Note: Agreement as to allowability is tentative and does not restrict further action by the examiner to the contrary.
- The signature of the examiner who conducted the interview (if Form is not an attachment to a signed Office action)

It is desirable that the examiner orally remind the applicant of his or her obligation to record the substance of the interview of each case. It should be noted, however, that the Interview Summary Form will not normally be considered a complete and proper recordation of the interview unless it includes, or is supplemented by the applicant or the examiner to include, all of the applicable items required below concerning the substance of the interview.

A complete and proper recordation of the substance of any interview should include at least the following applicable items:

- 1) A brief description of the nature of any exhibit shown or any demonstration conducted,
- 2) an identification of the claims discussed,
- 3) an identification of the specific prior art discussed,
- 4) an identification of the principal proposed amendments of a substantive nature discussed, unless these are already described on the Interview Summary Form completed by the Examiner,
- 5) a brief identification of the general thrust of the principal arguments presented to the examiner,  
(The identification of arguments need not be lengthy or elaborate. A verbatim or highly detailed description of the arguments is not required. The identification of the arguments is sufficient if the general nature or thrust of the principal arguments made to the examiner can be understood in the context of the application file. Of course, the applicant may desire to emphasize and fully describe those arguments which he or she feels were or might be persuasive to the examiner.)
- 6) a general indication of any other pertinent matters discussed, and
- 7) if appropriate, the general results or outcome of the interview unless already described in the Interview Summary Form completed by the examiner.

Examiners are expected to carefully review the applicant's record of the substance of an interview. If the record is not complete and accurate, the examiner will give the applicant an extendable one month time period to correct the record.

### Examiner to Check for Accuracy

If the claims are allowable for other reasons of record, the examiner should send a letter setting forth the examiner's version of the statement attributed to him or her. If the record is complete and accurate, the examiner should place the indication, "Interview Record OK" on the paper recording the substance of the interview along with the date and the examiner's initials.

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# Fax

**To:** Exr. A. Hunter, Art Unit 3711**From:** James W. Miller, Esq.**Fax:** 1-571-273-4411**Pages:** 6 including cover sheet**Phone:****Date:** 3/21/2005**Re:** Serial Number 09/655,054**CC:**

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● **Comments:** This fax is intended only for the named addressee and contains confidential information. If you receive this fax by mistake, do not read it and contact the sender for instructions for return.

Examiner Hunter:

For discussion at our interview tomorrow.

Best regards,

Jim Miller

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This listing of claims will replace all prior versions, and listings, of claims in the application.

Listing of Claims:

27. (currently amended) A singles stick for holding the top edge of a tennis net at its regulation height above the ground for singles play, which comprises:

- (a) a base having a bottom for engaging the ground;
- (b) a staff slidably connected to the base such that the base and staff can be pulled apart or pushed together between collapsed and extended positions thereof by sliding the base and staff relative to one another;
- (c) a ~~fixed-depth~~ notch on top of the staff with the notch having an upwardly facing bottom, wherein a top support cord or cable of a tennis net can be placed within the notch and when so placed the top support cord or cable rests against and is retained against vertical movement by the bottom of the notch;
- (d) a lock which releasably secures the base and staff against sliding movement relative to one another when the lock is engaged, wherein the lock is configured to hold the base and staff in a ~~single~~, predetermined, extended and locked position; and
- (e) wherein the combined length of the base and staff in the ~~single~~, predetermined, extended and locked position of the base and staff is selected to hold the top edge of the tennis net above the ground by an amount required to conform the tennis net for regulation singles play when the singles stick is installed at a predetermined court location between a singles line and doubles line on one side of a

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tennis court, wherein a user can quickly and easily conform one side of the tennis net for regulation singles play ~~without measurement~~ by pulling the base and staff of the singles stick apart, by locking the base and staff of the singles stick together in the ~~single~~, predetermined, extended and locked position that is provided therefor, and by then wedging the singles stick between the top support cord or cable and the ground at the predetermined court location, the singles stick when so wedged having the top cord or cable of the tennis net resting against the bottom of the notch on the staff with the bottom of the base resting against the ground; and

(f) wherein the base and staff in the predetermined, extended and locked position thereof have a substantially straight and substantially vertically extending side profile where the base and staff contact the net to permit the base and staff to abut against one side of the net without substantially deforming the net.

28. (previously presented) The singles stick of claim 27, wherein the base and staff are telescopically connected to one another.

29. (previously presented) The singles stick of claim 28, wherein the base and staff have mating non-circular cross-sectional configurations.

30. (previously presented) The singles stick of claim 27, wherein the bottom of the base comprises an enlarged foot for abutting against the ground.

31. (currently amended) The singles stick of claim 27, wherein the lock is further configured to hold the base

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and staff in a ~~single~~, predetermined, collapsed and locked position.

32. (previously presented) The singles stick of claim 27, wherein the lock comprises a locking pin insertable in a hole when the lock is engaged.

33. (previously presented) The singles stick of claim 32, wherein the pin is spring biased in a direction tending to insert the pin in the hole when the pin is aligned with the hole.

*not critical*

→ 34. (previously presented) The singles stick of claim 27, wherein the lock is biased towards automatic engagement of the lock.

Remarks

The Office Action of November 17, 2004 has been carefully reviewed by the undersigned attorney.

Amended Claim 27

Claim 27 has been amended herein to remove a couple of limitations that the Examiner has not been persuaded define over the prior art, namely that the notch be a fixed depth notch or that the singles stick have a single extended and locked position. It is felt that these two limitations are unduly limiting particularly in view of the decision dated September 12, 2003 of the Board of Patent Appeals and Interferences. It is not important to patentability whether or not the notch is a fixed depth notch or can be established

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using some type of adjustable pin. It is also not important to patentability whether or not there is a single extended and locked position or more than one such position.

Lindskog does not anticipate claim 27 even prior to any amendment and even with the above noted deletions from the claim. The Examiner cannot show that any of the extended and locked positions of the Lindskog device satisfy limitation (e) of claim 27, namely that the combined length of the base and staff "is selected to hold the top edge of the tennis net above the ground by an amount required to conform the tennis net for regulation singles play." Lindskog is a device for supporting automobiles and not tennis nets. It is therefor not surprising that he has not disclosed the specific height for his device that is required by claim 27.

As the Examiner will recall, a similar 102 rejection based on U.S. Patent 5,665,038 to Miller **WAS WITHDRAWN** by the Examiner during the prior appeal to the Board of Patent Appeals and Interferences. Lindskog is no better than Miller in this respect.

Nonetheless, claim 27 has been additionally amended to further define around Lindskog. The tripod feet 6 of Linkskog which are necessary to support Lindskog's device would either prevent use of Lindskog as a singles stick or at the least would require that the tripod feet 6 be jammed against or through one side of the net to place the Lindskog device beneath the net. The presence of such feet 6 would substantially deform the net and would further present a hazard to players on the court. Lindskog does not present the "substantially straight and substantially vertically extending side profile where the base and staff contact the net" as now set forth in claim 27. Claim 27 thus further defines over Lindskog.